

US Department of Energy

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Electricity Delivery and  
Energy Reliability

UNITED STATES OF AMERICA  
BEFORE THE  
DEPARTMENT OF ENERGY  
OFFICE OF ELECTRICITY DELIVERY  
AND ENERGY RELIABILITY

Southwest Power Pool, Inc. )

Docket No. EA- 434

APPLICATION OF SOUTHWEST POWER POOL, INC.  
FOR AUTHORIZATION TO  
EXPORT ELECTRIC ENERGY TO CANADA

In accordance with Section 202(e) of the Federal Power Act, 16 U.S.C. § 824a(e), and the applicable regulations, 10 C.F.R. § 205.300, *et seq.*, Southwest Power Pool, Inc. (“SPP”) submits this Application for authorization, for an initial period of five years, to export electricity from the United States to Canada within the confines of the terms of SPP’s Open Access Transmission Tariff (“Tariff”) approved by (or submitted for approval by) the Federal Energy Regulatory Commission (“FERC”) and the Joint Operating Agreement Among and Between SPP and Saskatchewan Power Corporation (“SaskPower”), dated October 1, 2015 (“JOA”). As explained below, in the interest of allowing SPP to make emergency exports at the earliest opportunity, SPP requests that the Department of Energy Office of Electricity Deliverability and Energy Reliability (“DOE OED”) issue to SPP an interim export authorization to allow immediately the emergency electricity exports described herein while this Application for authorization is under review by the DOE OED pending a final order granting export authorization.

In support of this Application, SPP submits as follows:

## I.

### DESCRIPTION OF APPLICANT

#### A. Identity of Applicant

SPP is a Regional Transmission Organization (“RTO”) approved by FERC.<sup>1</sup> SPP was established after the 1941 attack on Pearl Harbor in order to provide reliable power for the processing of aluminum needed to manufacture aircraft for national defense. Following the conclusion of World War II, SPP continued to exist as a voluntary organization because its members recognized the benefits provided by SPP and the growing interdependence of the electric grid. Over the decades, SPP has worked to develop services that provide increasing regional benefits in the fourteen-state SPP region, and SPP’s early transmission administration activities evolved into the broader responsibilities of an RTO, under its FERC-approved Tariff.<sup>2</sup> SPP’s core responsibilities

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<sup>1</sup> *Sw. Power Pool, Inc.*, 109 FERC ¶ 61,009 (2004), *order on reh’g*, 110 FERC ¶ 61,137 (2005).

<sup>2</sup> In its Order No. 2000, FERC formalized the concept of RTOs to oversee electric transmission and operate wholesale markets across a broad territory. *Regional Transmission Organizations*, Order No. 2000, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,089 (1999), *order on reh’g*, Order No. 2000-A, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,092 (2000), *petitions for review dismissed sub nom. Pub. Util. Dist. No. 1 v. FERC*, 272 F.3d 607 (D.C. Cir. 2001). FERC established the concept of Independent System Operators (“ISOs”) and set forth eleven principles for ISOs in Order No. 888. *Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities*, Order No. 888, 1991-1996 FERC Stats. & Regs., Regs. Preambles ¶ 31,036, at 31,730-32 (1996) (setting forth ISO principles), *order on reh’g*, Order No. 888-A, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,048, *order on reh’g*, Order No. 888-B, 81 FERC ¶ 61,248 (1997), *reh’g denied*, Order No. 888-C, 82 FERC ¶ 61,046 (1998), *aff’d in part and remanded in part sub nom. Transmission Access Policy Study Group v. FERC*, 225 F.3d 667 (D.C. Cir. 2000), *aff’d sub nom. New York v. FERC*, 535 U.S. 1 (Continued . . . )

for its region include reliability coordination, Tariff administration, regional scheduling, transmission expansion planning, and energy market administration and operations.

SPP is an Arkansas non-profit corporation with its principal place of business in Little Rock, Arkansas. SPP has 94 Members, including 16 investor-owned utilities, 14 municipal systems, 20 generation and transmission cooperatives, 8 state agencies, 13 independent power producers, 12 power marketers, 10 independent transmission companies, and 1 federal agency. As an RTO, SPP administers open access Transmission Service over approximately 60,000 miles of transmission lines covering portions of Arkansas, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming, across the facilities of SPP's Transmission Owners,<sup>3</sup> and administers the Integrated Marketplace, a centralized day ahead and real-time energy and operating reserve market with locational marginal pricing and market-based congestion management.<sup>4</sup> SPP's 2016 coincident peak load was approximately 51,000 MW and its total generation portfolio has a capacity approaching 87,000 MW.

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(... continued)

(2002). The roles, responsibilities, and services of ISOs and RTOs under FERC's Order No. 888, Order No. 2000, and other applicable FERC orders and requirements, are substantially similar. In addition to establishing ISOs, Order No. 888 mandated that all public utilities file open access transmission tariffs that contain minimum terms and conditions for non-discriminatory service. As a public utility transmission provider, SPP is obligated to comply with the open access requirements of Order No. 888.

<sup>3</sup> See *Sw. Power Pool, Inc.*, 89 FERC ¶ 61,084 (1999); *Sw. Power Pool, Inc.*, 86 FERC ¶ 61,090 (1999); *Sw. Power Pool, Inc.*, 82 FERC ¶ 61,267 (1998), *order on reh'g*, 85 FERC ¶ 61,031 (1998).

<sup>4</sup> *Sw. Power Pool, Inc.*, 146 FERC ¶ 61,130 (2014) (order approving the start-up and operation of the Integrated Marketplace effective March 1, 2014).

Although SPP administers the Integrated Marketplace for wholesale sales of electricity and transmission service across the transmission lines of its member utilities, many of which provide electricity service to retail customers, SPP does not own electric transmission or generation facilities and does not have a retail service area for the sale of electricity. SPP is obligated to comply with the mandatory reliability standards promulgated by North American Electric Reliability Corporation (“NERC”) and approved by FERC, and will comply with any terms and conditions contained in the export authorization provided in response to this Application.

SPP applied to FERC for RTO status in 2004 and officially began operating as a FERC-approved RTO in 2005.<sup>5</sup> As FERC has stated, FERC’s regulations require that an RTO demonstrate (among other things), that it is independent from any market participant, has a scope and regional configuration that enables the RTO to maintain reliability and effectively perform its required functions, has operational authority for its activities, and performs certain self-regulatory and market monitoring functions.<sup>6</sup>

#### **B. SPP’s Integrated Marketplace**

On February 29, 2012, SPP submitted to FERC proposed revisions to its Tariff to implement the Integrated Marketplace, which includes (among other things): day-ahead and real-time energy and operating reserve markets based on a centralized, market-wide security constrained economic commitment and dispatch system operated by SPP and a

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<sup>5</sup> See *Sw. Power Pool, Inc.*, 106 FERC ¶ 61,110, *order on reh’g*, 109 FERC ¶ 61,010 (2004) (conditionally granting SPP’s request for RTO status subject to fulfillment of certain compliance requirements); *Sw. Power Pool, Inc.*, 109 FERC ¶ 61,009 (2004), *order on reh’g*, 110 FERC ¶ 61,137 (2005).

<sup>6</sup> Order No. 2000 at 30,993.

consolidated SPP Balancing Authority Area spanning from the Canadian border to Texas.<sup>7</sup> Attachment AE of the Tariff sets forth the provisions governing SPP's operation and administration of the Integrated Marketplace. Under Attachment AE, SPP is responsible for committing and dispatching generation resources within the SPP market footprint to serve load and provide adequate reserves in accordance with FERC and other regulatory requirements. SPP operates the SPP Balancing Authority within the market footprint and serves as the Reliability Coordinator for its region. FERC accepted the Integrated Marketplace proposal and subsequent compliance and amendatory filings in a series of orders issued October 18, 2012,<sup>8</sup> September 20, 2013,<sup>9</sup> January 29, 2014,<sup>10</sup> and June 19, 2014.<sup>11</sup> SPP commenced operation of the Integrated Marketplace on March 1, 2014.

In this Application, as discussed in more detail below, SPP seeks authorization to export Emergency Energy to Canada utilizing the transmission facilities of Basin Electric Power Cooperative ("Basin Electric"), an SPP member.

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<sup>7</sup> Submission of Tariff Revisions to Implement SPP Integrated Marketplace of Southwest Power Pool, Inc., FERC Docket No. ER12-1179-000 (Feb. 29, 2012), <http://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=12905230>.

<sup>8</sup> *Sw. Power Pool, Inc.*, 141 FERC ¶ 61,048, at P 2 (2012), *order on reh'g and clarification*, 142 FERC ¶ 61,205 (2013), *appeal dismissed sub nom. Neb. Pub. Power Dist. v. FERC*, No. 13-1181, 2014 U.S. App. LEXIS 10064 (D.C. Cir. Apr. 15, 2014).

<sup>9</sup> *Sw. Power Pool, Inc.*, 144 FERC ¶ 61,224, at P 20 (2013).

<sup>10</sup> *Sw. Power Pool, Inc.*, 146 FERC ¶ 61,050 (2014).

<sup>11</sup> *Sw. Power Pool, Inc.*, 147 FERC ¶ 61,212, *order on clarification*, 149 FERC ¶ 61,253 (2014).

### **C. Integration of Basin Electric into SPP**

Basin Electric, an electric cooperative that operates in the Upper Great Plains region of the United States, became a full transmission-owning member of SPP on October 1, 2015. On November 10, 2014, FERC accepted SPP's proposal to integrate Basin Electric and its transmission facilities into SPP on October 1, 2015.<sup>12</sup> Integration of Basin Electric into SPP provides Basin Electric's customers access to organized markets and facilitates increased efficiency and reliability for Basin Electric and its customers. Upon the October 1, 2015 integration of Basin Electric into SPP, SPP began administering transmission service over and assumed functional control of Basin Electric's transmission system, while Basin Electric retains actual ownership and operational control of its transmission facilities. Through Basin Electric's membership in SPP, electricity transmission transactions along Basin Electric's transmission facilities are now governed by SPP's Tariff. Moreover, as of October 1, 2015, Basin Electric bids its generation and load into SPP's Integrated Marketplace.

### **D. Basin Electric's Export Authorization**

On March 6, 1980, the DOE OED issued Order No. EA-64<sup>13</sup> authorizing Basin Electric to export electricity from the United States to SaskPower, the provincial electric utility of Saskatchewan, Canada, using Basin Electric's own international transmission facilities known as the Tioga-Saskatchewan 230-kV intertie ("Tioga-Sask Intertie"). On

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<sup>12</sup> See *Sw. Power Pool, Inc.*, 149 FERC ¶ 61,113, at ordering para. (A) (2014), *order on reh'g and clarification*, 153 FERC ¶ 61,051 (2015).

<sup>13</sup> *Basin Elec. Power Coop.*, Order Authorizing Transmission of Electric Energy to Canada, Order No. EA-64 (Mar. 6, 1980).

December 18, 2009, the DOE OED issued Order No. EA-64-A<sup>14</sup> amending Basin Electric's export authorization to allow Basin Electric to make exports to NorthPoint Energy Solutions ("NorthPoint"), a subsidiary of SaskPower, and future purchasers inside Canada, and to increase its authorized export capacity limit to 165 MW, the present total transfer capacity of the Tioga-Sask Intertie. DOE OED previously authorized the construction of the Tioga-Sask Intertie through the issuance of Presidential Permit No. PP-64, which authorizes Basin Electric to connect, operate, and maintain the Tioga-Sask Intertie as an import-export facility for electricity.

Although Basin Electric was not a member of any RTO when it applied for and amended its electricity export authorization, Basin Electric's export authorization already contemplates the possibility of Basin Electric joining an RTO, and thus requires Basin Electric's exports of electricity to comply with any applicable RTO reliability criteria, standards, or guides.<sup>15</sup>

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<sup>14</sup> *Basin Elec. Power Coop.*, Amendment to Order Authorizing Electricity Exports to Canada, Order No. EA-64-A (Dec. 18, 2009).

<sup>15</sup> *See* Order No. EA-64-A at ordering para. (C).

## **II.**

### **CORRESPONDENCE AND COMMUNICATIONS**

Correspondence and communications with regard to this Application should be addressed as follows:

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## **III.**

### **JURISDICTION OVER EXPORT**

The DOE OED is the sole agency having jurisdiction over the action to be taken in this Application. See Federal Power Act, Section 202(e), 16 U.S.C. § 824a(e); Department of Energy Delegation Order No. 0204-127, 54 Fed. Reg. 11436 (March 20, 1989).

## **IV.**

### **DESCRIPTION OF PLANNED TRANSACTIONS & TECHNICAL DISCUSSION**

SPP requests authorization to export electric energy to Canada on an emergency basis via facilities owned by its member Basin Electric. SPP has negotiated an agreement



that will allow it to make emergency sales at the United States-Canada border<sup>16</sup> to SaskPower over the Tioga-Sask Intertie, which as stated above is an authorized export facility under Presidential Permit No. PP-64. That agreement is the JOA.<sup>17</sup> The JOA defines “Emergency Energy” as “electric energy provided for a limited duration, intended only for use during an Energy Emergency Alert.”<sup>18</sup> An “Energy Emergency Alert” means “the system status in accordance with NERC Standard EOP-002-3.1 and Attachment 1 EOP-002/0, or any successor revisions as adopted by the Parties.”<sup>19</sup>

Section 6.2 of the JOA sets forth the following explanation regarding the need to exchange Emergency Energy between SPP and SaskPower:

The Parties may, from time to time, have insufficient operating reserves available to their respective systems, or need to supplement available resources to cover sudden and unforeseen circumstances such as loss of equipment or forecast errors. Such conditions could result in the need by the Party experiencing the deficiency to purchase Emergency Energy for reliability reasons.

The purpose of this Article 6 is to allow for the exchange of Emergency Energy between the Parties during such times when resources are insufficient and commercial remedies are not available. The offer to provide Emergency Energy shall be available only when the Party experiencing the deficiency has declared an Energy Emergency Alert (EEA), Level Alert 2 or

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<sup>16</sup> Pursuant to Sections 4.2.2, 4.3.3, and 4.4 of Attachment AE of the SPP Tariff, all market transactions between SPP and a Canadian entity shall be deemed to have a point-of-delivery located at the United States-Canada border.

<sup>17</sup> Note that although the JOA was executed in February 2016, the effective date of the JOA is backdated to October 1, 2015. SPP notes that Section 4.2.2 of the JOA allows SPP to decline a request from SaskPower under the JOA if such request would violate regulatory requirements.

<sup>18</sup> JOA § 1.1(x).

<sup>19</sup> *Id.* § 1.1(xi).

higher, as defined in Attachment 1 of NERC Standard EOP-002-0, or as defined in a subsequent revision of such standard as adopted by the Party receiving the request.<sup>20</sup>

Section 6.2.2 of the JOA further provides that SPP is required to make Emergency Energy available to SaskPower when such Emergency Energy is: (1) from available generating capability in excess of SPP's load requirements up to applicable transfer limits for the parties' reliability areas; and (2) consistent with the safe and proper operation of SPP's own system, the furnishing of satisfactory and reliable services to its own customers, and SPP's obligations to other parties, including under the terms and conditions of the Tariff.<sup>21</sup> Finally, the JOA provides that rates and charges for Emergency Energy transactions shall be at reasonable cost and subject to agreement between SaskPower, or its designated agent, and SPP.<sup>22</sup>

In addition to being performed pursuant to the JOA, SPP's proposed emergency exports of electric energy to Canada would resemble many of the exports Basin Electric is already authorized to make over the same Tioga-Sask Intertie under Order No. EA-64 A. The DOE OED has already found that Basin Electric's exports of electric energy "would not impair the sufficiency of electric power supply within the United States and would not impede or tend to impede the coordination in the public interest of

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<sup>20</sup> *Id.* § 6.2 (Emergency Energy Transactions).

<sup>21</sup> *Id.* § 6.2.2 (Nature of Service).

<sup>22</sup> *See id.* §§ 6.2.3 & 6.2.5 (providing that Emergency Energy exchanges shall be pursuant to a mutual written agreement between SPP and SaskPower, or its designated agent; or in the absence of written agreement, shall be provided at reasonable cost to compensate the delivering party for generation and transmission costs necessary to provide the Emergency Energy).

facilities within the meaning of section 202(e) of the FPA,” and do not “require[] preparation of an environmental assessment and, therefore, [are] eligible for categorical exclusion under paragraph B4.2 of Appendix B to Subpart D of Part 1021 of DOE’s National Environmental Policy Act Implementing Procedures.”<sup>23</sup> Given that the exports SPP proposes to make will be made along the same path as exports made under Basin Electric’s existing authorization, and will consist only of exports of Emergency Energy in excess of SPP’s load requirements, the DOE OED should conclude that SPP’s proposed exports are entitled to the same findings.

As stated above, the JOA only provides for SPP to export Emergency Energy to the extent such exports are from available generating capability in excess of SPP’s load requirements and consistent with the safe and proper operation of SPP’s own system and the furnishing of satisfactory and reliable services to SPP’s own customers. The JOA also provides that any exports should be made consistent with applicable NERC reliability standards.<sup>24</sup> Moreover, given that SPP’s sales of Emergency Energy to SaskPower will occur using the resources of the Integrated Marketplace, which is a much larger portfolio of resources than Basin Electric has under its existing export authority, and will be made only when excess generation capacity is available to provide the Emergency Energy, such sales will not impair the sufficiency of electric power supply within the United States. This Application for authority to make emergency exports to Canada via the Tioga-Sask Intertie should thus be granted because the proposed exports

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<sup>23</sup> Order No. EA-64-A at 4.

<sup>24</sup> See JOA, Art. 2.

will not impair the sufficiency of electric supply within the United States or impede or tend to impede the coordination in the public interest of facilities subject to the jurisdiction of FERC, and should be granted subject to the categorical exclusion under paragraph B4.2 of Appendix B to Subpart D of Part 1021 of DOE's National Environmental Policy Act Implementing Procedures for exports of energy that will use only existing transmission systems.

## V.

### EXHIBITS

SPP submits the following exhibits as part of this Application. To the extent that an exhibit is not applicable to this Application, SPP so states.

**Exhibit A:** Copy of the JOA.

**Exhibit B:** The proposed export of electric energy is within the type of transactions envisioned by the Tariff and other governing documents. With the filing of this Application, SPP has complied with all applicable federal laws. An opinion of SPP's corporate counsel confirming such a statement is attached as Exhibit B.

**Exhibit C:** Basin Electric previously filed a map indicating the location of the Basin Electric-Sask Intertie as Exhibit C of its application in OE Docket No. EA-64-A ("Basin Electric Application"). SPP hereby incorporates by reference the map from Exhibit C of the Basin Electric Application. SPP does not incorporate any other term or condition of the Basin Electric Application.

**Exhibit D:** Because SPP's principal place of business is within United States, the Exhibit D requirement is not applicable.

**Exhibit E:** A statement regarding relevant corporate relationships or agreements which relate to the rate to be charged for the purchase, sale, or transmission of electric energy is attached herein as Exhibit E.

**Exhibit F:** Because at this time SPP is applying only to make emergency exports of electric energy, the Exhibit F requirement is not applicable.

## **VI.**

### **REQUEST FOR IMMEDIATE INTERIM AUTHORIZATION**

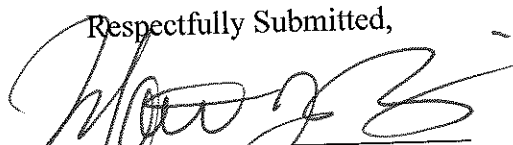
In the interest of allowing SPP to make emergency exports to SaskPower at the earliest opportunity, SPP requests that the DOE OED issue an interim export authorization to SPP, in advance of the DOE OED's issuance of a final authorization order, that would immediately allow the emergency electricity exports described herein while this Application remains under review with the DOE OED. As noted above, Basin Electric already makes exports through the Tioga-Sask Intertie, SPP's proposed emergency exports of electric energy to Canada would resemble many of the exports Basin Electric is already authorized to make over the same Tioga-Sask Intertie under Order No. EA-64-A. SPP requests an effective date of November 14, 2016, or as soon as possible thereafter, for the interim authorization, and requests any waivers and expedited treatment as necessary to allow for such effective date and interim authorization. SPP requests this interim authorization in order to ensure that SPP may engage in energy transactions, including Emergency Energy exports, at the earliest possible date, and before Winter weather begins. At this time, SPP does not anticipate making any Emergency Energy exports before receipt of an interim authorization, but to the extent such emergency exports may occur, SPP commits to inform DOE OED of such exports as soon as practicable. SPP also commits to inform DOE OED as soon as practicable of any exports it makes while an interim authorization is in effect.

**VII.**

**CONCLUSION**

**WHEREFORE**, SPP requests the DOE OED grant authorization to allow SPP to export electricity to Canada for an initial period of five years, and grant immediate interim authorization to allow SPP to make the emergency electricity exports described herein while this Application remains under review with the DOE OED.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Matthew J. Binette', written over a horizontal line.

Matthew J. Binette

Victoria M. Lauterbach

Brett K. White

*Attorneys for Southwest Power Pool, Inc.*

November 14, 2016

# **Exhibit A**

JOA between SPP and SaskPower

Joint Operating Agreement Among and Between  
Southwest Power Pool, Inc. and  
Saskatchewan Power Corporation  
October 1, 2015 (the "Effective Date")



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This Joint Operating Agreement ("Agreement") is effective the 1st day of October, 2015, among and between the following parties:

Southwest Power Pool, Inc. ("SPP"), an Arkansas nonprofit corporation having a principle place of business at 201 Worthen Drive, Little Rock, AR 72223; and

Saskatchewan Power Corporation ("SaskPower"), incorporated under *The Power Corporation Act* of Saskatchewan, having its head office at the City of Regina, in the Province of Saskatchewan, Canada.

Each party may be referred to individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, SPP serves as the Reliability Coordinator, Balancing Authority, Planning Coordinator, Transmission Planner, and Transmission Service Provider in a region ("SPP Reliability Area") that includes the SPP Balancing Authority Area, Transmission Operators, electric utilities, and other entities in the SPP energy market; and

WHEREAS, SaskPower has certain rights under *The Power Corporation Act* (Saskatchewan) to carry out and perform the functions of the Reliability Coordinator, Transmission Operator, Balancing Authority, Planning Coordinator, Transmission Planner, and Transmission Service Provider, within the region ("SaskPower Reliability Area") which comprises the SaskPower electric system that generates, transmits, distributes and sells electric power in the Canadian Province of Saskatchewan; and

WHEREAS, electric systems in the SPP Reliability Area are interconnected with the electric system in the SaskPower Reliability Area; and

WHEREAS, SPP and SaskPower each have reliability oversight responsibilities for the bulk electric system within their respective Reliability Areas, which responsibilities include assessing short-term power supply adequacy.

## **Article 1: Definitions**

### **Section 1.1 Definitions**

- i. "Agreement" shall have the meaning stated in the preamble.
- ii. "Available Transfer Capability" or "ATC" shall mean a measure of the transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses, as defined in each Party's ATC information document and posted on its OASIS website.
- iii. "B10T" shall mean the line designation for the transmission facilities that interconnect the Parties as stated in Appendix A.
- iv. "Balancing Authority" shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

- v. "Balancing Authority Area" shall mean the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority.
- vi. "Coordinated System Plans" shall mean the studies that are performed by SPP and SaskPower for the purpose of development of a transmission expansion plan as defined in Section 5.3.
- vii. "Days" shall mean calendar days.
- viii. "Delivery Point" shall mean the point on the United States/Canada border where the Parties' transmission systems interconnect.
- ix. "Effective Date" shall mean the Effective Date as set out in Section 10.1 of this Agreement.
- x. "Emergency Energy" shall mean electric energy provided for a limited duration, intended only for use during an Energy Emergency Alert.
- xi. "Energy Emergency Alert" or "EEA" shall mean the system status in accordance with NERC Standard EOP-002-3.1 and Attachment 1 EOP-002.0, or any successor revisions as adopted by the Parties.
- xii. "Emergency Plan" shall mean the plan developed by a Balancing Authority to comply with NERC Standard EOP-001-2.1b, or any successor revisions as adopted by the Parties.
- xiii. "EMS" shall mean the energy management system used by each Party for the purposes of monitoring their respective bulk electric system.
- xiv. "Good Utility Practice" shall mean any of the practices, methods, and acts engaged in or approved of by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the region.
- xv. "Interconnection Facilities" are those identified in Appendix A of this Agreement.
- xvi. "IPSAC" shall mean the Interregional Planning Stakeholder Advisory Committee referenced in Section 5.1.1 of this Agreement.
- xvii. "Interconnection Reliability Operating Limit" or "IROL" shall mean the System Operating Limit that, if violated, could lead to instability, uncontrolled separation or cascading outages that adversely impact the reliability of the bulk electric system.
- xviii. "NERC" shall refer to the North American Electric Reliability Corporation or any successor organization.
- xix. "Notice" shall have the meaning stated in Section 11.4.
- xx. "OASIS" shall refer to the Open Access Same-Time Information System required by each Party's transmission tariff for the posting of market and transmission data on the internet.
- xxi. "Operating Committee" or "OC" shall have the meaning referred to in Section 2.1.
- xxii. "Planning Committee" or "PC" shall have the meaning referred to in Section 2.2.
- xxiii. "Reliability Coordinator" or "RC" shall mean the entity that is the highest level of authority who is responsible for the reliable operation of the bulk electric system, has the wide area view of the bulk electric system, and has the operating tools, processes and

procedures, including the authority to prevent or mitigate emergency operating situations in both next day analysis and real-time operations. The Reliability Coordinator has the purview that is broad enough to enable the calculation of IROLs, which may be based on the operating parameters of transmission systems beyond any Transmission Operator's vision.

- xxiv. "System Operating Limit" or "SOL" shall mean the value that satisfies the most limiting of the prescribed operating criteria for a specified system configuration to ensure operation within acceptable reliability criteria. SOLs are based upon certain operating criteria.
- xxv. "Transmission Operator" shall mean the entity responsible for the reliability of its "local" transmission system, and that operates or directs the operations of such transmission facilities.
- xxvi. "Transmission Owner" shall mean the entity that owns and maintains transmission facilities.

## **Article 2: Governance**

The purpose of this Agreement is to coordinate data exchange, planning, scheduling and other aspects of transmission operations and planning in accordance with applicable NERC reliability standards, industry standards and Good Utility Practices. To administer the arrangements under this Agreement, the Parties shall establish an Operating Committee ("OC") and a Planning Committee ("PC"). Minutes from OC and PC meetings will be posted publicly.

### **Section 2.1 Operating Committee**

Upon execution of this Agreement, each Party shall designate a primary and alternate representative to the OC and shall inform the other Party of its designated representatives. A Party may change its designated OC representatives at any time upon written notice to the other Party's designated representatives of the OC. Subject to the limitations on its authority, as specified in this Agreement, the Operating Committee has the responsibility to administer all transmission operating aspects of this Agreement.

All decisions of the OC shall be in written form and signed by an OC representative of each Party. If the OC member representing a Party does not have authority to bind the Party, such decision must also be signed by an authorized signing officer of the Party prior to being implemented or effective.

### **Section 2.2 Planning Committee**

Upon execution of this Agreement, each Party shall designate a primary and alternate representative to the PC and shall inform the other Party of its designated representatives. A Party may change its designated PC representatives at any time upon written notice to the other Party's designated representatives of the PC. Subject to the limitations on its authority, as specified in this Agreement, the PC has the responsibility to administer of all transmission planning aspects of this Agreement.

All decisions of the PC shall be in written form and signed by a PC representative of each Party. If the PC member representing a Party does not have authority to bind the Party, such decision must

also be signed by an authorized signing officer of the Party prior to being implemented or effective.

### **Article 3: Exchange of Operating Information and Data**

#### **Section 3.1 Exchange of Operating Data**

Subject to the terms of this Agreement (including, but not limited to, Section 11.7 Personal Information), any third party confidentiality obligations, and other legislated confidentiality obligations of the Parties, the Parties will exchange the following types of data and information:

- (a) real-time and projected operating data;
- (b) SCADA data;
- (c) Energy Management System ("EMS") models; and
- (d) Operations planning information and models.

A Party that asserts third party confidentiality obligations, Personal Information or other legislated confidentiality obligations as a means to restrict the exchange of data and information listed above shall, at the request of the other Party, take all reasonable steps to procure the necessary permission from applicable third parties or individuals to allow the Party to disclose such data and information.

Either Party may request additional data from the other Party. The Party receiving a request to provide such data has the right to accept or reject the other Party's request. Subject to the provisions of this Agreement, the Parties shall provide each other with sufficient modeling and operational data such that both Parties will have visibility of the power flow across the Interconnection Facilities.

The frequency and method of information exchange will be as determined by the OC and shall be consistent with the terms of this Agreement. The OC will determine various commencement dates for the exchange of information hereunder. Nothing in this Agreement shall require a Party to provide or exchange information that it does not possess.

To facilitate the exchange of all data and information contemplated under this Article 3 the Parties shall designate contacts, which may include a Party's transmission and generation control dispatchers, to be available twenty-four (24) hours each Day, seven (7) Days per week to respond to any inquiries. With respect to each contact each Party shall provide the name, telephone number, e-mail address, and fax number to the other Party.

### **Article 4: Reliability Coordination**

#### **Section 4.1 Reliability Coordination**

In order to help ensure that each Party's operations are coordinated such that they will not have an adverse reliability impact on the other Party's Reliability Area, and to preserve the reliability

benefits of interconnected operations, each Party will implement procedures, processes or plans consistent with the terms of this Agreement.

When an Interconnection Reliability Operating Limit ("IROL") or System Operating Limit ("SOL") violation exists and the affected Party's transmission system is either currently or on the verge of imminent collapse, and there is no existing emergency procedure, the Parties will mutually agree upon a procedure to alleviate the contingency of the affected Party. Conference call capabilities should be put into place by the Parties to allow simultaneous coordination/communication between the Parties and the affected entity.

When requested by either Party, the Parties will coordinate and assist each other to the extent the Parties are reasonably able to through the Interconnection Facilities outlined in Appendix A, to mitigate reliability impacts caused by, but not limited to:

- (a) planned outages;
- (b) unplanned/forced outages;
- (c) energy and capacity shortages;
- (d) SOL and/or IROL violations;
- (e) reliability problem identification; and
- (f) facility evacuation.

## **Section 4.2 Process for Coordinating Operating Limit Exceedances Assistance**

4.2.1 In the event either Party needs to request assistance from the other Party to alleviate operating limit exceedances (i.e., SOL or IROL exceedances), the requesting Party shall, consistent with the current NERC reliability standards adopted by such Party, notify the other Party, and request from that Party the assistance that the requesting Party believes is needed to alleviate the operating limit exceedances. The other Party shall provide the appropriate assistance to alleviate the operating limit exceedances consistent with the current NERC reliability standards adopted by such Party on operating limit exceedances and with Section 4.2.2 of this Agreement;

4.2.2 Nothing in this Article 4 shall require a Party to take any action requested by the other Party:

- (i) if such actions would, in its sole judgment, cause it to violate safety, equipment, regulatory, statutory or any other requirements,
- (ii) if such actions in the sole judgment of the Party undermine the reliability of the interconnection, or
- (iii) if the other Party has not implemented measures comparable to those requested.

4.2.3 Unless otherwise agreed to by the Parties, the Party receiving assistance shall compensate the Party providing the energy at a reasonable cost to be determined by either: (i) the Party providing the assistance; or (ii) the designated marketing entity of the Party providing the assistance. The compensation should be the amount necessary to cover the generation and

transmission costs necessary to provide the energy to the Party receiving assistance; and either: (i) the Party providing the assistance; or (ii) the designated marketing entity of the Party providing the assistance; shall provide a cost breakdown as requested by the Party receiving assistance.

## **Article 5: Coordinated Regional Transmission Expansion Planning**

### **Section 5.1 Planning Committee Responsibilities**

Each Party shall have the right, every other year, to designate a Chairman of the PC to serve a one-year calendar term, except that the term of the first Chairman shall commence on the Effective Date and end at the end of that calendar year. The Chairman shall be responsible for the scheduling of meetings, the preparation of agendas for meetings, and the production of minutes of meetings. In addition to the responsibilities outlined in Section 2.2 of this Agreement, the PC shall be responsible for the following:

- a) Preparing Coordinated System Plans for the interconnection between the Parties' transmission systems, as required under Section 5.3.1 of this Agreement;
- b) Coordinating all planning activities under this Article 5, including the exchange of data provided under this Article 5; and
- d) The oversight of an annual meeting of the Parties' transmission system operations, market operations, and transmission system planning personnel (such personnel as the Parties may designate for the meeting), to review the issues impacting the coordination of these functions as they impact long range planning and the coordination of planning between each Party's transmission systems.

#### **Section 5.1.1 Interregional Planning Stakeholder Advisory Committee**

The Parties shall form an Interregional Planning Stakeholder Advisory Committee ("IPSAC"). The IPSAC is advisory in nature only and shall facilitate stakeholder review and input into coordinated system planning for the development of Coordinated System Plans. The IPSAC shall be comprised of SPP member representatives and SaskPower. SaskPower and the SPP portion of the IPSAC shall have equal input within the IPSAC. The IPSAC will meet on an *ad hoc* basis as determined by the PC.

### **Section 5.2 Planning Data and Information Exchange**

Subject to the terms of this Agreement (including, but not limited to, Section 11.7 Personal Information) any third party confidentiality obligations, and other legislated confidentiality obligations of the Parties, in support of coordinated transmission system planning, each Party shall provide the other Party with the following data and information:

- a) data required for the development of load flow cases, short-circuit cases, and stability cases, including, but not limited to, ten (10) year load forecasts;
- b) regional transmission plan documents produced by the Party, any long-term or short-term reliability assessment documents produced by the Party, and any operating assessment reports produced by the Party;



- c) results of expansion studies, system impact studies and generation interconnection studies that may impact the other Party;
- d) transmission system maps of the providing Party's bulk transmission system;
- e) contingency lists for use in load flow and stability analyses, as well as breaker diagrams for the portions of the providing Party's transmission system that are relevant to the coordination of planning between the transmission systems of the Parties;
- f) estimated completion dates of planned transmission projects that impact the interconnection between the transmission systems of the Parties;
- g) information and status of generation and transmission system interconnection requests that have been received and any long-term firm transmission services that have been approved that may impact the operation of a Party's transmission system;
- h) information regarding long-term firm transmission services on interfaces relevant to the coordination of planning between or among the transmission systems of the Parties; and
- i) if mutually agreed to by the Parties, such other data and information as is needed for each Party to plan its own transmission system accurately and reliably and to assess the impact of conditions existing on the transmission system of the other Party.

Unless agreed to otherwise between the Parties, such data and information shall be provided upon request and within thirty (30) days of such request. Formats for the exchange of data will be agreed upon by the Parties. Nothing in this Agreement shall require a Party to provide or exchange information that it does not possess, information that is subject to any third party confidentiality obligations, Personal Information or other legislated confidentiality obligations of the Parties. Each Party shall bear its own cost of providing the data and information to the other Party.

A Party that asserts third party confidentiality obligations, Personal Information or other legislated confidentiality obligations as a means to restrict the exchange of data and information listed above shall, at the request of the other Party, take all reasonable steps to procure the necessary permission from applicable third parties or individuals to allow the Party to disclose such data and information.

### **Section 5.3 Coordinated Transmission System Planning**

The primary purpose of coordinated transmission system planning is to ensure that transmission system planning analyses are performed when needed to identify expansions or enhancements to transmission system capability needed to maintain reliability, improve operational performance, or provide an economic benefit to the Parties. Coordinated System Plans will be developed upon mutual agreement of the Parties.

Construction of upgrades on the SPP transmission system that are identified through the procedures outlined in this Agreement shall be subject to the terms and conditions of the SPP

Membership Agreement and SPP Open Access Transmission Tariff (the "SPP Tariff") applicable to the construction of upgrades.

Construction of upgrades on the SaskPower transmission system that are identified through the procedures outlined in this Agreement shall be subject to the terms and conditions of SaskPower's applicable tariffs and policies.

The Parties shall coordinate in the analyses of ongoing generation interconnection and transmission service requests in accordance with Sections 5.3.2 and 5.3.3.

#### **Section 5.3.1 Development of Coordinated System Plans**

Each Party agrees to assist in the preparation of Coordinated System Plans. The IPSAC will have an opportunity to review and comment on a Coordinated System Plan before the Coordinated System Plan is finalized.

Coordination of studies required for the development of Coordinated System Plans will include the following steps:

- a) the PC will develop a scope and procedure for the Coordinated System Plan;
- b) the Parties will use planning models that are developed in accordance with the procedures to be established by the PC;
- c) the Coordinated System Plan will evaluate the reliability of the transmission system as defined in the study scope;
- d) transmission system performance will be tested against agreed upon operational and economic criteria; and
- e) agreed upon transmission system upgrades required to resolve potential criteria violations, potential operational issues, or potential economic performance issues will be included in the Coordinated System Plan.

#### **Section 5.3.2 Analysis of Generation Interconnection Requests**

In accordance with the procedures under which the Parties provide generator interconnection service, each Party will coordinate with the other and conduct, in a timely manner, any studies required in determining the impact of, and necessary upgrades required to provide, such requested generation interconnection service. Results of such coordinated studies will be included in the impacts reported to the generator interconnection customers as appropriate.

If SaskPower and SPP mutually agree in writing, the coordination of studies required for generator interconnections alternatively can be accomplished by way of the SPP study procedures for generator interconnection under the SPP Tariff. In such event, SaskPower shall participate in such procedures in the same manner as SPP Transmission Owners, provided, however, that SaskPower shall not be subject to any requirement to construct those upgrades or alternative

upgrades under those SPP Tariff procedures, unless as otherwise required by SaskPower's tariffs or agreed to by the Parties.

If SaskPower and SPP mutually agree in writing, the coordination of studies required for generator interconnections alternatively can be accomplished by way of the SaskPower study procedures for generator interconnection under the SaskPower policies or tariffs. In such event, SPP shall participate in such procedures, provided, however, that SPP shall not be subject to any requirement to construct those upgrades or alternative upgrades under those SaskPower policies or tariff procedures, unless as otherwise required by the SPP Tariff or agreed to by the Parties.

Coordination of studies and upgrades shall include the following:

- a) Upon the posting to the OASIS of a request for generator interconnection, the Party receiving the request (the "Direct Connect Party") will determine, to the extent possible, whether the other Party is potentially impacted. If the other Party is potentially impacted (the "Potentially Impacted Party"), the Direct Connect Party will notify the Potentially Impacted Party and convey the information provided in the posting.
- b) If the Potentially Impacted Party determines that its transmission system may be materially impacted by the generator interconnection, the Potentially Impacted Party will contact the Direct Connect Party and request participation in the applicable generator interconnection studies. The Parties will coordinate with respect to the nature of studies to be performed to test the impacts of the generator interconnection on the Potentially Impacted Party, and which Party will perform the studies.
- c) Any studies will be performed in accordance with the study timeline requirements of the applicable generation interconnection procedures of the Direct Connect Party. The Potentially Impacted Party will use reasonable efforts to comply with the study timelines.
- d) The Potentially Impacted Party may participate in the study either by taking responsibility for performance of studies of its system, or by providing input to the studies to be performed by the Direct Connect Party. If the Parties mutually agree, the study cost estimates indicated in the study agreement between the Direct Connect Party and the generator interconnection customer will reflect the costs, and the associated roles, of the study participants, including the Potentially Impacted Party.
- e) If the Parties mutually agree, the Direct Connect Party will collect from the generator interconnection customer the costs incurred by the Potentially Impacted Party associated with the performance of such studies and forward collected amounts to the Potentially Impacted Party.

- f) If the results of the coordinated study indicate that transmission system upgrades are required in accordance with procedures, guidelines, criteria, or standards applicable to the potentially impacted transmission system, the Direct Connect Party will identify the need for such transmission system upgrades in the system impact study prepared for the generator interconnection customer.
- g) Requirements for construction of, and the reimbursement of costs related to, such transmission systems upgrades on affected systems will be under the terms and conditions of the Potentially Impacted Party, pursuant to an agreement between the generator interconnection customer and the Potentially Impacted Party, and consistent with applicable federal or state or provincial regulatory policy.
- h) Each Party will maintain a separate generator interconnection queue. The PC will maintain a composite listing of generator interconnection requests for all interconnection projects that have been identified as potentially impacting the systems of both Parties.
- i) The Direct Connect Party will not grant generator interconnection service (i.e. allow the generator to be placed in-service) until notified by the Potentially Impacted Party that impacts on the Potentially Impacted Party's transmission system have been adequately addressed by the generator interconnection service customer for the timeframe(s) and generation injection level(s) being granted by the Direct Connect Party.

### **Section 5.3.3 Analysis of Long-Term Firm Transmission Service Requests**

In accordance with applicable procedures under which the Parties provide long-term firm transmission service (one year or more), the Parties will coordinate with each other and conduct, in a timely manner, any studies required to determine the impact of, and necessary upgrades required to provide, such requested service. Results of such coordinated studies will be included in the impacts reported to the transmission service customers as appropriate.

If SaskPower and SPP mutually agree in writing, the coordination of studies required to determine the impact of long-term transmission service requests alternatively can be accomplished by way of the SPP study procedures for transmission service requests under the SPP Tariff. In such event, SaskPower shall participate in such procedures in the same manner as SPP Transmission Owners, provided, however, that SaskPower shall not be subject to any requirement to construct those or alternative upgrades under that SPP tariff process, unless as otherwise required by SaskPower's tariff or agreed to by the Parties.

If SaskPower and SPP mutually agree in writing, the coordination of studies required to determine the impact of long-term transmission service requests alternatively can be accomplished by way of the SaskPower study procedures for transmission service requests under the SaskPower policies or tariffs. In such event, SPP shall participate in such procedures, provided, however, that SPP shall not be subject to any requirement to construct those or alternative upgrades under the SaskPower

policies or tariff procedures process, unless as otherwise required by SPP's tariffs or agreed to by the Parties.

Coordination of studies shall include the following:

- a) If applicable, the Parties will coordinate the calculation of ATC values associated with the transmission service, based on contingencies on the transmission systems of each Party that may be impacted by the granting of such service.
- b) Upon the posting to the OASIS of a request for transmission service, the Party receiving the request (the "Direct Connect Party") will determine, to the extent possible, whether the other Party is potentially impacted. If the other Party is potentially impacted (the "Potentially Impacted Party"), the Direct Connect Party will notify the Potentially Impacted Party and convey the information provided in the posting.
- c) If the Potentially Impacted Party determines that its transmission system may be materially impacted by the transmission service, the Potentially Impacted Party will contact the Direct Connect Party and request participation in the applicable transmission service studies. The Parties will coordinate with respect to the nature of studies to be performed to test the impacts of the requested service on the Potentially Impacted Party, and which Party will perform the studies. The PC will develop screening procedures to assist in the identification of transmission service requests that may impact transmission systems of parties other than the transmission system operator receiving the request.
- d) Any coordinated transmission system studies will be performed in accordance with the study timeline requirements of the applicable transmission service procedures of the Direct Connect Party. The Potentially Impacted Party will use reasonable efforts to comply with such study timeline.
- e) The Potentially Impacted Party may participate in the coordinated study either by taking responsibility for performance of studies of its transmission system, or by providing input to the studies to be performed by the Direct Connect Party. If the Parties mutually agree, the study cost estimates indicated in the study agreement between the Direct Connect Party and the transmission service customer will reflect the costs and the associated roles of the study participants.
- f) If the Parties mutually agree, the Direct Connect Party will collect from the transmission service customer, and forward to the Potentially Impacted Party, the costs incurred by the Potentially Impacted Party associated with the performance of such studies.
- g) If the results of a coordinated study indicate that transmission upgrades are required in accordance with procedures, guidelines, criteria, or standards applicable

to the potentially impacted transmission system, the Direct Connect Party will identify the need for such transmission system upgrades in the system impact study prepared for the transmission service customer.

- h) Requirements for the construction of, and reimbursement of costs related to, such transmission upgrades on affected transmission system(s) will be under the terms and conditions of the Potentially Impacted Party, pursuant to an agreement between the transmission service customer and the Potentially Impacted Party, and consistent with applicable federal and state, or provincial regulatory policy.
- i) The Direct Connect Party will not grant transmission service (i.e. allow the transmission service to be utilized) until notified by the Potentially Impacted Party that impacts on the transmission system of the Potentially Impacted Party have been adequately addressed by the transmission service customer for the timeframe(s) and transmission service level(s) being granted by the Direct Connect Party.

## **Section 5.4 Allocation of Costs of Upgrades**

### **Section 5.4.1 Upgrades Associated with Generation Interconnections**

Costs associated with transmission system upgrades required as a result of the reliability related impacts of requests for generation interconnection will be recovered under the terms of: (i) the SPP Tariff; or (ii) SaskPower's applicable tariffs or policies; whichever is applicable, and consistent with applicable federal, state, and provincial regulatory policy.

### **Section 5.4.2 Upgrades Associated with Transmission Service Requests**

Costs associated with transmission system upgrades required as a result of any reliability related impacts of requests for long-term firm transmission service requests will be recovered under the terms: (i) the SPP Tariff; or (ii) SaskPower's applicable tariffs or policies; whichever is applicable, and consistent with applicable federal, state, and provincial regulatory policies.

### **Section 5.4.3 Upgrades Under Coordinated System Plans**

For any projects impacting SaskPower and SPP that are identified through the development of Coordinated System Plans, the Parties will attempt to reach an equitable cost and usage agreement. Such agreement shall be subject to any regulatory approvals as may be required by law.

## **Article 6: Joint Operation of Emergency Procedures**

### **Section 6.1 Power System Restoration**

During system restoration, the Parties will coordinate their actions with each other, as well as with other RCs, in order to restore the transmission system as safely and efficiently as possible.

### **Section 6.2 Emergency Energy Transactions**

The Parties may, from time to time, have insufficient operating reserves available on their

respective systems, or need to supplement available resources to cover sudden and unforeseen circumstances such as loss of equipment or forecast errors. Such conditions could result in the need by the Party experiencing the deficiency to request Emergency Energy for reliability reasons.

The purpose of this Article 6 is to allow for the exchange of Emergency Energy between the Parties during such times when resources are insufficient and commercial remedies are not available. The offer to provide Emergency Energy shall be available only when the Party experiencing the deficiency has declared an Energy Emergency Alert (EEA), Level Alert 2 or higher, as defined in Attachment 1 of NERC Standard EOP-002-0, or as defined in a subsequent revision of such standard as adopted by the Party receiving the request.

A Party receiving Emergency Energy shall use reasonable efforts to ensure that an Emergency Energy transaction continues only until it can be replaced by a non-Emergency Energy transaction. However, in no event shall a Party be obligated to supply Emergency Energy for more than ninety (90) minutes unless otherwise mutually agreed to by the Parties.

#### **Section 6.2.1 Characteristics of the Power and Energy**

Unless otherwise mutually agreed, all Emergency Energy made available by the delivering Party shall be three phase, 60 Hz alternating current at operating voltages established at the Delivery Point in accordance with transmission system requirements and appropriate to the interconnection between the Parties' transmission systems.

#### **Section 6.2.2 Nature of Service**

SPP, to the maximum extent it deems consistent with:

- (a) the safe and proper operation of its own transmission system;
- (b) the furnishing of dependable and satisfactory services to its own customers; and
- (c) its obligations to other parties, including the terms and conditions of the SPP Tariff,

shall make available to SaskPower Emergency Energy from available generating capability in excess of SPP's load requirements up to the transfer limits in use between the SPP Reliability Area and the SaskPower Reliability Area.

SPP shall refer to all Emergency Energy transactions as being "Recallable", where such a delivery could reasonably be expected to be recalled if SPP needed the generation for a deployment of reserves or other emergency. Upon mutual agreement of the Parties, the Emergency Energy transaction may be classified as "Non-Recallable", where SPP would normally be able to continue delivering the Emergency Energy following a reserve deployment.

The Parties shall use reasonable efforts to ensure that an Emergency Energy transaction continues only until it can be replaced by a commercial transaction.

SaskPower, to the maximum extent it deems consistent with:

- (a) the safe and proper operation of its own transmission system;
- (b) the furnishing of dependable and satisfactory services to its own customers; and
- (c) its obligations to other parties, including the terms and conditions of the SaskPower Open Access Transmission Tariff,

shall make available to SPP Emergency Energy from available generating capability in excess of its load requirements up to the transfer limits in use between the SPP Reliability Area and the SaskPower Reliability Area.

SaskPower shall refer to all Emergency Energy transactions as being "Recallable", where such a delivery could reasonably be expected to be recalled if SaskPower needed the generation for a deployment of reserves or other emergency. Upon mutual agreement of the Parties, the Emergency Energy transaction may be classified as "Non-Recallable", where SaskPower would normally be able to continue delivering the Emergency Energy following a reserve deployment.

The Parties shall use reasonable efforts to ensure that an Emergency Energy transaction continues only until it can be replaced by a commercial transaction.

In the event one Party is unable to provide Emergency Energy to the other Party when needed, but there is energy available from a third party Balancing Authority, delivery of such Emergency Energy will be facilitated by the Parties to the extent feasible.

#### **Section 6.2.3 Rates and Charges**

Rates and charges for Emergency Energy transactions shall be determined by mutual written agreement signed between SPP and either SaskPower or SaskPower's designated marketing entity. Until such time that the mutual written agreement is executed, or in the absence of a written agreement, the Parties agree to the following compensation provisions:

- (a) The Party receiving assistance shall compensate the Party providing the energy at a reasonable cost to be determined by either: (i) the Party providing the assistance; or (ii) the designated marketing entity of the Party providing the assistance.
- (b) The compensation should be the amount necessary to cover the generation and transmission costs necessary to provide the energy to the Party receiving assistance;
- (c) Either: (i) the Party providing the assistance; or (ii) the designated marketing entity of the Party providing the assistance; shall provide a cost breakdown as requested by the Party receiving assistance.

#### **Section 6.2.4 Measurement of Energy Interchanged**

All Emergency Energy supplied at the Delivery Point shall be metered. The delivering Party shall be responsible for the actual losses as a result of delivery to the Delivery Point and the receiving Party shall be responsible for all losses from the Delivery Point.

#### **Section 6.2.5 Billing and Payment**

SPP and either SaskPower or SaskPower's designated marketing entity will, by separate written agreement, mutually agree how billing and payments for Emergency Energy will be handled. In the absence of a written agreement, the Parties agree to compensate each other in accordance with Section 6.2.3, either directly or through a third party marketing entity, within 30 days of the end of the month in which the Emergency Energy was exchanged.

#### **Section 6.2.6 Conditions Precedent**

The supply of Emergency Energy by SaskPower pursuant to this Agreement is subject to, and conditional upon:



(a) The receipt by SaskPower of:

- (i) Any required permits or authorizations of the Canadian National Energy Board in accordance with the *National Energy Board Act* (Canada); and
- (ii) Any other required provincial, state or federal permits, approvals or authorizations.

The supply of Emergency Energy by SPP pursuant to this Agreement is subject to, and conditional upon:

(a) The receipt by SPP of:

- (i) Any required permits or authorizations of the United States Department of Energy; and
- (ii) Any other required state or federal permits, approvals or authorizations.

### **Section 6.3 Regional Emergency Plans**

Each Party shall provide a copy of their respective Emergency Plan(s) to the other Party.

### **Section 6.4 Process for Coordinating Emergency Energy or Capacity Shortages**

In the event either Party needs to request Emergency Energy assistance from the other Party, the requesting Party shall, consistent with NERC Reliability Standard EOP-002-3 (Capacity and Energy Emergencies) and Attachment 1-EOP-002-2.1 (Energy Emergency Alerts), or any successor standards and corresponding attachments thereto as adopted by the requesting Party, issue an EEA Level Alert 2 or higher, notify the other Party, either individually or as part of a group communication, and request from that Party the assistance that the requesting Party believes is needed to alleviate the problems causing the EEA. The other Party will issue a request for energy assistance within its footprint to be scheduled across Interconnection Facilities as described in Appendix A. The requesting Party must notify the other Party, via the Reliability Coordinator Information System, or any successor system in use by both Parties, or phone call, when the EEA has ended.

## **Article 7: Additional Coordination**

### **Section 7.1 Outage Coordination**

#### **Section 7.1.1 Planned Outages**

Each Party shall communicate scheduled outages to the Interconnection Facilities to the other Party including potential impacts. Communication of outage schedules shall occur on a regular basis as determined jointly by the Parties.

### **Section 7.1.2 Unplanned Outages**

A Party experiencing any forced generation, transmission or Interconnection Facilities outages affecting the operation of Interconnection Facilities shall inform the other Party as soon as practicable, but no later than thirty (30) minutes after the event has been identified.

## **Article 8: Confidential Information**

### **Section 8.1 Confidentiality of Operating Reliability Data**

The Parties acknowledge that information to be exchanged under this Agreement that falls under the definition of "Operating Reliability Data" as defined in the NERC Operating Reliability Data Agreement approved by the NERC Board of Trustees May 6, 2009, as amended from time to time, (the "ORD Agreement") is subject to the provisions of the ORD Agreement. By signing this Agreement, each Party represents and warrants that it has executed the ORD Agreement, and that it will treat the other Party's Operating Reliability Data as defined under the ORD Agreement according to the terms of the ORD Agreement.

### **Section 8.2 Confidentiality of Information other than Operating Reliability Data**

8.2.1 The Parties acknowledge that any information to be exchanged under this Agreement that does not fall under the definition of "Operating Reliability Data" as defined in the ORD Agreement ("Non-ORD Confidential Information") is subject to this Agreement, including, but not limited to, the confidentiality restrictions of this Section 8.2.

8.2.2 Each Party shall keep all Non-ORD Confidential Information of the other Party strictly confidential and shall only disclose Non-ORD Confidential Information as is required or permitted elsewhere in this Agreement.

8.2.3 Nothing in this Agreement restricts in any way a Party's right or ability to make its own information and data that otherwise falls within the definition of Non-ORD Confidential Information available to third parties on such terms and conditions as that Party, in its sole discretion, deems appropriate.

8.2.4 The disclosing Party agrees to the following disclosures by the recipient Party of Non-ORD Confidential Information:

- a) The recipient Party may disclose Non-ORD Confidential Information to employees, agents, consultants or attorneys ("Representatives") who have a need to know for the performance of the recipient Party's obligations under this Agreement, or for such recipient Party's internal business use. However, prior to providing Non-ORD Confidential Information to such Representatives, the Recipient Party shall ensure that such Representatives: (i) are aware of the confidentiality obligations surrounding the Non-ORD Confidential Information; and (ii) are under obligations of confidentiality to the recipient Party that are at least as restrictive as those contained in this Agreement. The recipient Party shall be responsible for any breach of this Agreement by any of its

Representatives.

b) The Parties recognize that a recipient Party may employ or otherwise engage third-party information technology individuals ("Third-Party IT Providers") who may have access to the Non-ORD Confidential Information in the normal course of their development, general maintenance, and support service activities to the recipient Party. Such access for the limited purposes of performing development, maintenance, and support service activities is acceptable to the Parties, provided that such Third-Party IT Providers are under obligations of confidentiality to the recipient Party that are at least as restrictive as those contained in this Agreement. The recipient Party shall be responsible for any breach of this Agreement by any of its Third-Party IT Providers.

8.2.5 The recipient Party shall not, even under conditions of confidentiality, make available, disclose, provide, or communicate any Non-ORD Confidential Information to any other entity or person except as: (i) compelled by law or judicial or regulatory order or directive; or (ii) permitted by this Agreement.

8.2.6 The recipient Party will exercise all reasonable efforts against the compelled disclosure of Non-ORD Confidential Information to any third parties. In the event disclosure of Non-ORD Confidential Information is sought from a recipient Party by judicial or regulatory order or directive, the recipient Party shall provide immediate notice to the disclosing Party and furnish all reasonable assistance requested by the disclosing Party in protecting the confidential nature of the Non-ORD Confidential Information for which disclosure is sought.

8.2.7 The recipient Party assumes any and all risk and responsibility for selection and use of, and reliance on, any Non-ORD Confidential Information.

8.2.8 The recipient Party acknowledges and agrees that the disclosing Party generates and gathers Non-ORD Confidential Information to meet the disclosing Party's sole needs and responsibilities. The Recipient Party receives any and all Non-ORD Confidential Information "as is" and with all faults, errors, defects, inaccuracies, and omissions. The disclosing Party makes no representations or warranties whatsoever with respect to the availability, timeliness, accuracy, reliability, or suitability of any Non-ORD Confidential Information pursuant to this Agreement.

8.2.9 The recipient Party disclaims and waives all rights and remedies that it may otherwise have with respect to all warranties and liabilities of the disclosing Party, expressed or implied, arising by law or otherwise, with respect to any faults, errors, defects, inaccuracies or omissions in, or availability, timeliness, reliability or suitability of the Non-ORD Confidential Information. The recipient Party assumes any and all risk and responsibility for selection and use of, and reliance on, any Non-ORD Confidential Information.

8.2.10 The Parties also agree that their confidentiality obligations under this Agreement shall be consistent with and subject to the requirements of the NERC Reliability Coordinator Standards of Conduct and any successor versions thereof.

## **Article 9: Dispute Resolution**

### **Section 9.1 Dispute Resolution Procedures**

The Parties shall attempt in good faith to achieve consensus with respect to all matters arising under this Agreement and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that could delay or impede a Party from receiving the benefits of this Agreement. These dispute resolution procedures apply to any dispute that arises from a Party's performance of, or failure to perform, this Agreement and which the Parties are unable to resolve prior to invocation of these procedures.

#### **Section 9.1.1 Step One**

In the event a dispute arises, a Party shall give Notice of the dispute to the other Party. Within ten (10) Days of such Notice, the OC or PC shall meet and the Parties shall attempt to resolve the dispute by reasonable efforts through good faith discussion and negotiation. In addition to a Party's OC or PC representative, a Party shall also be permitted to bring no more than two (2) additional individuals to OC or PC meetings held under this Step One as subject matter experts; however, all such participants must be employees of the Party they represent. In addition, each Party may bring no more than two (2) attorneys (who need not be employees of the Party they represent). In the event the OC or PC is unable to resolve the dispute within twenty (20) Days of such Notice, either Party shall be entitled to invoke Step 2.

#### **Section 9.1.2 Step Two**

A Party may invoke Step Two by giving written notice thereof to the OC or PC. In the event a Party invokes Step 2, the OC or PC shall, in writing, and no later than five (5) Days after receiving the notice under this Section 9.1.2, refer the dispute in writing to the Parties' senior management for consideration. The Parties' senior management shall meet in person no later than fourteen (14) Days after such referral and shall make a good faith effort to resolve the dispute. The Parties shall serve upon each other written position papers concerning the dispute no later than forty-eight (48) hours in advance of such meeting.

#### **Section 9.1.3 Step Three**

In the event the Parties' senior management do not agree upon a resolution of the dispute within twenty (20) Days of its referral to them, or do not within the same twenty (20) Day period agree to refer the matter to some individual or organization for alternate dispute resolution, then either Party shall have the right to pursue any and all remedies available to it at law or in equity. Neither the giving of notice of a dispute, nor the pendency of any dispute resolution process as described in this Section 9.1, shall relieve a Party of its obligations under this Agreement, extend any notice period described in this Agreement or extend any period in which a Party must act as described in this Agreement. Notwithstanding the requirements of this Section 9.1, either Party may terminate

this Agreement in accordance with its provisions. The issue of whether such a termination is proper shall not be considered a dispute hereunder.

#### **Section 9.1.4 Exceptions**

In the event of disputes involving confidentiality, infringement or ownership of intellectual property or rights pertaining thereto, or any dispute where a Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in this Article 9 shall apply, but shall not preclude a Party from seeking such temporary or preliminary injunctive relief. The Parties agree that the dispute resolutions provisions in this Article 9 will govern over any dispute provisions in the ORD Agreement not pertaining to information defined in the ORD Agreement.

### **Article 10: Effective Date, Implementation, Term and Termination**

#### **Section 10.1 Effective Date; Implementation**

This Agreement shall become effective on October 1, 2015 ("Effective Date").

#### **Section 10.2 Termination**

This Agreement may be terminated by either Party upon not less than thirty (30) days written Notice to the other Party. The right to terminate shall be within the sole discretion of either Party, provided, however, that if termination of this Agreement would otherwise result in a violation by either Party of NERC reliability standards adopted by such party, the termination shall not become effective until a replacement agreement has been entered into, or other arrangements have been made to avoid NERC reliability standards violations.

#### **Section 10.3 Survival**

The applicable provisions of this Agreement shall continue in effect after any termination of this Agreement to provide for: (i) adjustments and payments under Section 4.2.3 and Article Six; (ii) dispute resolution; (iii) determination and enforcement of liability and indemnification arising from acts or events that occurred during the period this Agreement was in effect; and (iv) confidentiality provisions.

#### **Section 10.4 Post-Termination Cooperation**

Following any termination of this Agreement, all Parties shall thereafter cooperate fully and work diligently in good faith to achieve an orderly resolution of all matters resulting from such termination.

### **Article 11: Miscellaneous Terms**

#### **Section 11.1 No Liability**

Except for the price payable for Emergency Energy provided for under this Agreement, or for compensation related to providing assistance to address a Party's exceedance of SOL or IROL pursuant to Section 4.2 of this Agreement, in no event shall either Party (including its officers, directors, employees, and agents) be liable to the other Party, or any other person or entity, for

losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise, including without limitation, any action or failure to act by either Party related to any request, recommendation, or requirement of either Party, or another Reliability Coordinator.

#### **Section 11.2 Force Majeure**

Neither Party shall be in breach of this Agreement to the extent and during the period that such Party's performance is made impracticable by any unanticipated cause or causes beyond such Party's control, and without such Party's fault or negligence, which may include, but are not limited to, any act, omission, or circumstance occasioned by or in consequence of any act of God, labor dispute, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, or order, regulation or restriction imposed by a governmental authority. Upon the occurrence of an event considered by a Party to constitute a force majeure event, such Party shall use reasonable efforts to endeavor to continue to perform its obligations as far as reasonably practicable and to remedy the event, provided that this Section 11.2 shall not require any Party to settle any strike or labor dispute. A Party claiming a force majeure event shall notify the other Party in writing immediately, and in no event later than forty-eight (48) hours after the occurrence of the force majeure event. The foregoing notwithstanding, the occurrence of a force majeure event under this Section 11.2 shall not excuse a Party from making any payment otherwise required under this Agreement.

#### **Section 11.3 Amendment**

No amendment of or modification to this Agreement shall be made or become enforceable except by a written instrument duly executed by authorized representatives of both Parties.

#### **Section 11.4 Notice**

A notice ("Notice") shall be effective only if in writing and delivered by: hand; reputable overnight courier; fax; or mail. Electronic mail is not effective Notice. Notice shall be deemed to have been given: (a) when delivered to the recipient by hand, or overnight courier; (b) if delivered by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of the recipient and indicating that the transmission has been made without error; or (c) if delivered by mail, on the postmark date. Notice shall be addressed as identified in Appendix B of this Agreement.

#### **Section 11.5 Prior Agreements; Entire Agreement**

This Agreement constitutes the entire and only agreement between the Parties relating to matters contemplated by this Agreement and all prior agreement(s) between the Parties relating to matters contemplated by this Agreement, including but not limited to the Interim Adjacent Reliability Coordinator Agreement effective June 1, 2015, whether oral or written, are superseded by this Agreement, and shall be of no effect. Notwithstanding any term in this Section 11.5 above, the Planning Committee and the Operating Committee shall retain all rights, obligations and powers

delegated to them under Sections 2.1 and 2.2 of this Agreement, including, but not limited to, the ability to bind each respective party by written instrument.

#### **Section 11.6 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument, binding upon the Parties hereto, notwithstanding that all Parties may not have executed the same counterpart.

#### **Section 11.7 Personal Information**

Notwithstanding any other provision of this Agreement, neither Party shall be required to share third party Personal Information in its possession with the other Party. "Personal Information" shall have the meaning set out in *The Freedom of Information and Protection of Privacy Act* (Saskatchewan).

#### **Section 11.8 Compliance with Reliability Standards**

11.8.1 In the event a Party or its governing jurisdiction modifies or fails to adopt a NERC reliability standard specifically referenced in this Agreement such that the reliability standards of the non-adopting Party differ from such NERC reliability standard, the non-adopting Party: (a) shall provide written Notice to the other Party of such discrepancy as soon as reasonably practicable; and (b) shall not be required to follow such NERC reliability standard. For greater clarity, the non-adopting Party shall not be in breach of this Agreement for not following such NERC reliability standard.

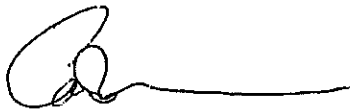
11.8.2 As soon as reasonably practicable after a Party has provided Notice in accordance with Section 11.8.1 of this Agreement, the Parties shall discuss options to address any impacts such modifications, or failures to adopt, may have on this Agreement.

#### **Section 11.9 Successors and Assigns**

This Agreement shall enure to the benefit of, and be binding upon the Parties, their respective successors and assigns permitted hereunder, but shall not be assignable by a Party, by operation of law or otherwise, without the approval of the other Party which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.


**Southwest Power Pool, Inc.**

By:   
Name: Carl Monroe  
Title: Executive Vice President and COO

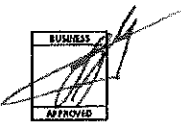
Date: Feb 29, 2016

APPROVED  
  
BY

**Saskatchewan Power Corporation**

By:   
Name: Tim Eckel  
Title: Vice President, Transmission Services

Date: Feb 26, 2016

  
L. St.



## **Appendix A - Interconnection Facilities**

The Interconnection Facilities between the Parties are listed below:

- B10T – shall refer to the Boundary Dam to Tioga 230 kV transmission line

## **Appendix B - Contact Information for Notices**

### **SASKPOWER:**

Vice President, Law, Land & Regulatory Affairs

12C - 2025 Victoria Avenue

Regina, Sask.

S4P 0S1

Fax # (306) 566-3113

-And-

Vice President, Transmission Services

7C – 2025 Victoria Avenue

Regina, Sask.

S4P 0S1

Fax # (306) 566-6132

### **SOUTHWEST POWER POOL, INC.:**

Chief Operating Officer

201 Worthen Drive

Little Rock, AR 72223

Fax # (501) 482-2022

# **Exhibit B**

Opinion of SPP Corporate Counsel



HELPING OUR MEMBERS WORK TOGETHER  
TO KEEP THE LIGHTS ON... TODAY AND IN THE FUTURE

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October 31, 2016

The Department of Energy  
Office of Electricity Delivery and Energy Reliability  
OE-20, Room 6H-034  
1000 Independence Avenue, SW  
Washington, DC 20585-0350

Dear Sir/Madam:

The following opinion is given in support of the Application of Southwest Power Pool, Inc. ("SPP") to the Department of Energy of the United States of America for authorization to transmit electric energy to Canada being filed herewith.

1. I am an attorney, authorized to practice law in the State of Arkansas;
2. I am currently serving as Corporate Counsel at SPP;
3. SPP is duly incorporated, validly existing and in good standing as a nonprofit corporation under the laws of the State of Arkansas, and is authorized to do business in the state of Arkansas and such other states as required by the current nature of its business.
4. SPP has full corporate power and authority to export electric energy as described and requested in this Application; and
5. SPP intends to comply with all applicable Federal and State laws.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Harward", is written over a horizontal line.

Matthew Harward  
Southwest Power Pool, Inc.  
201 Worthen Drive  
Little Rock, AR 72223  
Telephone: (501) 614-3560  
[mharward@spp.org](mailto:mharward@spp.org)

**Attorney for  
Southwest Power Pool, Inc.**

## **Exhibit C**

SPP hereby incorporates by reference, Exhibit C of the Basin Electric Application, as described in the body of this Application. No other term or condition of the Basin Electric Application is incorporated by reference.

## **Exhibit D**

Not Applicable

## **Exhibit E**

### Agreements to Fix Rates:

There are no corporate relationships with any parties that relate to the rate to be charged for the purchase, sale, or transmission of electric energy. There are no agreements other than those listed in Exhibit A that relate to the rate to be charged for the purchase, sale, or transmission of electric energy. Rates for the transmission of electric energy domestically within the SPP footprint are governed by SPP's FERC-jurisdictional Tariff, which can be accessed from <http://app.spp.org/etfdocs/MasterTariffs//5FullTariff.pdf>. SPP directs the DOE OED to Attachments AE, AH, and AK as portions of the Tariff that are particularly relevant to the export transactions contemplated by the JOA.

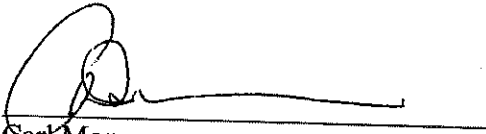
## **Exhibit F**

Not Applicable



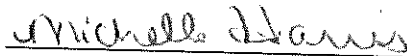
## VERIFICATION OF APPLICATION

I, Carl Monroe, having knowledge of the matters set forth in the above Application of Southwest Power Pool, Inc. for Authorization to Export Electric Energy to Canada, hereby verify that the contents thereof are true and correct to the best of my knowledge and belief.



Carl Monroe  
Executive Vice President and Chief Operating Officer

SUBSCRIBED AND SWORN before me, a notary public in and for the state of Arkansas,  
this 18<sup>th</sup> day of November, 2016.



My Commission expires on 04-01-2018.

